

SECOND AMENDMENT OF LEASE AND OPERATING AGREEMENT**Parties:**

Philadelphia Regional Port Authority &
3460 N. Delaware Avenue, 2nd Floor
Philadelphia, PA 19134 ("**Lessor**")

Penn Warehousing & Distribution, Inc.
2147 S. Columbus Boulevard
Philadelphia, PA 19148 ("**Lessee**")

Lease History:

Lease & Operating Agreement
First Amendment:

Filed with FMC

April 5, 2001
May 1, 2008

FMC Reference No:

201118
201118-001

The Lease & Operating Agreement, as amended by the First Amendment, is hereinafter collectively referred to as the "**Lease**".

The Lease Year in effect at this time is the period of April 1, 2009 through March 31, 2010.

Background:

The purpose of this amendment is to clarify the method the Dockage Fee is calculated and to provide an incentive to induce movement of more cargo through the facility by the Lessee.

NOW, THEREFORE, intending to be legally bound hereby and in exchange for good, valuable and sufficient consideration received, Lessor and Lessee covenant and agree as follows:

1. Effective Date. This Second Amendment to Lease and Operating Agreement ("**Amendment**") shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Lessor shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.
2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.
3. Dockage Fees. Lessor and Lessee confirm that for the Dockage Fee set forth in Section 3.1.5., that a fraction of a day shall be billed as a full day and not on a pro-rated basis.
4. Dockage Fees. Section 3.1.5 of the Lease is amended to add the following sentence at the end of said Section:

For each Lease Year, in the event the Dockage Fees collected reaches One Hundred Eighty Thousand Dollars (\$180,000), Lessee will receive a credit of fifty percent of the Dockage Fees collected between One Hundred Eighty Thousand Dollars and Two Hundred and Sixty Thousand Dollars during said Lease Year.

5. Preservation of Remedy. In order to reserve to Lessor the benefit of the remedy of confession of judgment in ejectment set forth in Section 14.1.1 of the Lease, Lessee agrees as follows:

When the Lease shall have terminated (whether pursuant to Article 14 of the Lease or otherwise) and also when and as soon as the term of the Lease shall have expired, it shall be lawful for any attorney, as attorney for Lessee, and without liability to Lessee, to appear for Lessee in any competent court and there to confess judgment in ejectment against Lessee and all persons claiming by, through or under Lessee, without any stay of execution or appeal, for the recovery by Lessor of possession of the Premises, for which this Amendment or a copy hereof shall be a sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue forthwith without any prior writ or proceedings whatsoever, and if for any reason after such action has been commenced or judgment confessed as aforesaid, the same shall be discontinued and possession of the Premises remain in or be restored to Lessee, Lessor shall have the right upon any subsequent defaults or terminations of this Lease to confess judgment in ejectment one or more further times in the manner and form as hereinbefore set forth, without liability to Lessee, in order to recover possession of the Premises for such subsequent default or as a result of such subsequent termination.

THIS SECTION 5 OF THIS AMENDMENT PROVIDES FOR THE CONFESSION OF JUDGMENT AGAINST LESSEE IN EJECTMENT. IN CONNECTION THEREWITH, LESSEE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND UPON ADVICE OF SEPARATE COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. WITHOUT LIMITATION OF THE FOREGOING, LESSEE HEREBY SPECIFICALLY WAIVES ALL RIGHTS LESSEE HAS OR MAY HAVE TO NOTICE AND OPPORTUNITY FOR A HEARING PRIOR TO EXECUTION UPON ANY JUDGMENT CONFESSED AGAINST LESSEE BY LESSOR HEREUNDER.

LESSEE (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LESSOR HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LESSOR WILL NOT SEEK TO EXERCISE OR ENFORCE ITS RIGHTS TO CONFESS JUDGMENT HEREUNDER, AND (II) ACKNOWLEDGES THAT THE EXECUTION OF THIS AMENDMENT BY LESSOR HAS BEEN MATERIALLY INDUCED BY, AMONG OTHER THINGS, THE INCLUSION IN THIS AMENDMENT OF SAID RIGHT TO CONFESS JUDGMENT AGAINST LESSEE. LESSEE FURTHER

ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS SAID PROVISIONS WITH LESSEE'S INDEPENDENT LEGAL COUNSEL AND THAT THE MEANING AND EFFECT OF SUCH PROVISIONS HAVE BEEN FULLY EXPLAINED TO LESSEE BY SUCH COUNSEL, AND AS EVIDENCE OF SUCH FACT AN AUTHORIZED OFFICER OF LESSEE SIGNS HIS OR HER INITIALS IN THE SPACE PROVIDED BELOW.

_____ (Initials)

6. Lease Remains in Effect. The Lease, as amended hereby, shall remain in full force and effect and time remains of the essence of the Lease and this Amendment. In the event of any conflict or any inconsistencies between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

7. Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this ^{second} ~~Fourth~~ Amendment as of the date first above written.

PENN WAREHOUSING &
DISTRIBUTION, INC.

By: _____

Name: _____

Title: _____

John Brown Sr
President

Approved as to Legality
and Form:

PHILADELPHIA REGIONAL
PORT AUTHORITY

By: _____

Name: Gregory V. Iannarelli, Esq.

Title: Chief Counsel

Gregory V. Iannarelli

OFFICE OF THE ATTORNEY
GENERAL

By: _____

Name: Robert A. Mulle, Esq.

Title: Chief Deputy Attorney General

Robert A. Mulle

PHILADELPHIA REGIONAL
PORT AUTHORITY

By: _____

Name: James T. McDermott, Jr.

Title: Executive Director

James T. McDermott, Jr.

Approved as to Propriety and
Availability of Funds:

PHILADELPHIA REGIONAL
PORT AUTHORITY

By: _____

Name: Edward G. Henderson

Title: Director of Finance & Capital Funding

Edward G. Henderson

OFFICE OF THE BUDGET

By: _____

Name: Joseph Lawruk

Title: Comptroller

Joseph Lawruk